

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OHIO
WESTERN DIVISION**

Scott Hutchison,)	Case No. 3:12-cv-00320
)	
)	Judge Jeffrey Helmick
Plaintiff,)	
)	<u>Notice of Attorney Fee</u>
)	<u>Charging Lien</u>
-vs-)	
)	Richard M. Kerger (0015864)
)	Kimberly A. Conklin (0074726)
John R. Parent, et al.,)	THE KERGER LAW FIRM, LLC
)	33 S. Michigan St., Suite 100
)	Toledo, OH 43604
Defendants.)	Telephone: (419) 255-5990
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)	
)	Dennis P. Strong (0020426)
)	846 Cherry Lane
)	Waterville, OH 43566
)	Telephone: (419) 885-8877
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)	Email: law.strong@gmail.com
)	
)	<i>Counsel for Plaintiff</i>
)	

Now come Dennis Strong, The Strong Law Firm, Richard M. Kerger and The Kerger Law Firm, counsel for Plaintiff, and hereby assert their attorney fee charging lien against the proceeds distributed or paid as a result of the judgment obtained by them in favor of the Plaintiff in this cause on April 28, 2015. Please see attached the contingency fee agreement executed by plaintiff, Scott Hutchison with

plaintiff's counsel. It replaces an agreement made in 2011 and its only change was in the percentage division of fees between Messrs. Strong and Kerger. Otherwise the agreement was exactly the same as its predecessor.

The right of counsel for Plaintiff to assert an attorney's charging lien is based on *Fire Protection Resources, Inc. v. John Fire Protection*, 72 Ohio App. 3d 205, 594 NE 2d 146, *Cohen v. Goldberg*, 109 Ohio St 28, 141 NE 656.

Respectfully submitted,

/s/ Richard M. Kerger

RICHARD M. KERGER (0015864)

/s/ Dennis P. Strong

DENNIS P. STRONG (0020426)

Co-Counsel for Plaintiff

CERTIFICATE OF SERVICE

This is to certify that a copy of the foregoing has been electronically filed this 23rd day of October, 2017. Notice of this filing will be sent to all parties by operation of the Court's electronic filing system and in accordance with local rules and the Federal Rules of Civil Procedure.

/s/ Richard M. Kerger